

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GIANNA SPARACINO, individually and on
behalf of all others similarly situated,
Plaintiff,

v.

WIDENER UNIVERSITY,
Defendant.

Civil No. 24-1001

ORDER

AND NOW, this 17th day of March 2025, upon consideration of Defendant's Motion to Dismiss Plaintiff's Amended Complaint (ECF No. 14), Plaintiff's response, and Defendant's reply, it is hereby **ORDERED** that Defendant's motion is **DENIED**.¹

BY THE COURT:



MARY KAY COSTELLO, J.

¹ To avoid dismissal under Rule 12(b)(6), a complaint must contain facts sufficient to state a claim that is facially "plausible." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). Plaintiff's Amended Complaint ("Complaint") states facially plausible implied contract and unjust enrichment claims.

The Complaint alleges that defendant, through its website and other publications, touted the benefits of an on-campus experience, stated its tradition of in-person education, and separately marketed and priced its online and in-person educational programs. Plaintiff allegedly paid tuition and fees to Defendant for an in-person educational experience, which was not provided due to Defendant's transition to online learning in response to the COVID-19 pandemic. Plaintiff seeks damages in the form of pro-rated refunds of tuition and fees. These allegations plead an implied contract for the provision of an in-person education, breach of that contract, and damages. *See Hickey v. Univ. of Pittsburgh*, 81 F.4th 301, 311-15 (3d Cir. 2023).

Plaintiff can alternatively plead unjust enrichment. *See id.* at 315-16 (citing Fed. R. Civ. P. 8(d)). Plaintiff alleges that she paid tuition and fees for an in-person educational experience that was not fully provided and that it was unjust for Defendant to retain the full balance of the fees paid. These allegations state a plausible unjust enrichment claim. *Id.*